

Voted at Meeting of 10/11/79

MEMORANDUM OF UNDERSTANDING AMONG MBTA,  
BRA, AND PUBLIC FACILITIES DEPARTMENT  
REGARDING CARTER SCHOOL RECONSTRUCTION

This is a Memorandum of Understanding by and among the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (hereinafter called "MBTA"), with offices at 50 High Street, Boston, Massachusetts; the BOSTON REDEVELOPMENT AUTHORITY (hereinafter called "BRA") with offices at City Hall, Boston, Massachusetts; and the City of Boston acting through its PUBLIC FACILITIES DEPARTMENT, (hereinafter called "PFD") Boston, Massachusetts, all of which are public bodies politic and corporate, and political subdivisions of the Commonwealth of Massachusetts.

## PREAMBLE:

(1) MBTA plans to relocate its Orange Line Rapid Transit Facility and reconstruct portions of the shore line right-of-way as part of the Southwest Corridor Project.

(2) Carter School, a school for special needs students, is located on Northampton Street, adjacent to the railroad right-of-way, on property owned by BRA (see Exhibit A attached hereto and made a part hereof.

(3) A portion of the Carter School is in the way of the site of the Southwest Corridor Project.

(4) The Boston School Department wishes Carter School to remain in its present location.

(5) PFD is the City Department with responsibilities for providing appropriate school facilities, and PFD has asked MBTA to reconstruct the building, in lieu of money damages, on the same site.

(6) Boston Redevelopment Authority has tentatively

designated PFD as developer of its parcel on Northampton Street including the Carter School site.

(7) PFD has prepared a preliminary architectural program for the reconstructed school, attached as Exhibit B, and made a part hereof.

(8) On the basis of the above, the parties wish to set forth certain mutual understandings and undertakings, as follows:

A. UNDERTAKINGS BY PFD

1. (a) PFD agrees to cooperate with the MBTA and its architect so that the designs for the reconstructed school can be expeditiously prepared and approved. All plans and documents submitted to PFD pursuant to this Agreement shall be deemed approved if not disapproved within 15 days of submission.

(b) PFD shall provide MBTA with a final architectural program no later than August 15, 1979 for the reconstructed school. Such program may include, in addition to the matters listed in Exhibit B, environmental goals, access requirements, and State Department of Education requirements.

(c) PFD understands that MBTA's responsibility under this document is limited to functional replacement of existing building and outside facilities. Any improvement beyond functional replacement with respect to space, amenities, quality of materials or fixtures other than those required under applicable local and State building codes, must be funded by the School Department or PFD, and an appropriate agreement for cost sharing will be entered into between PFD and MBTA.

2. PFD agrees to the extent of its powers to provide to MBTA all necessary permits, licenses, and approvals to effectuate the



Carter School reconstruction according to the approved plans.

3. PFD agrees to pay to BRA a sum of money, the exact amount of which shall be agreed upon by PFD and BRA, as consideration for the conveyance by BRA to PFD of the site on which the Carter School is located.

B. UNDERTAKINGS BY BRA

1. BRA approved the preliminary program shown on Exhibit B, and agrees to cooperate with PFD, MBTA and the architect so that plans for the reconstructed school can be expeditiously approved. All plans submitted to BRA pursuant to this Agreement shall be deemed approved if not disapproved for reasons of substance within 15 days of submission.

2. BRA agrees that, on a date to be determined by the parties, prior to the date the MBTA advertises for construction bids for the reconstruction of the Carter School, it will grant to MBTA appropriate easements and rights of entry for the use of the area shown in Exhibit A for construction purposes.

3. BRA agrees that, on a date prior to the date the MBTA advertises for construction bids for the Southwest Corridor Project Section I to the Contract, it will convey to MBTA, in fee simple absolute, the area between the existing and proposed retaining walls shown in Exhibit A, provided that prior to that date construction has commenced on the reconstruction of the Carter School. Upon such conveyance, BRA, PFD and the School Department will release to MBTA all claims for land damages based upon Chapter 161A, Chapter 79, or Public Law 91-646.

4. BRA shall convey the site upon which the Carter School is located to PFD for a price to be agreed upon by BRA and PFD, and the remainder of the parcel to the State Division of Environmental Management or such other agency as the MBTA shall appoint, the exact line between each portion to be determined by agreement.



between PFD and MBTA.

C. UNDERTAKINGS OF MBTA

1. MBTA agrees to undertake all necessary procedures to obtain approval from the Urban Mass Transportation Administration of the Federal Government (UMTA), including funding of the proposal to reconstruct the Carter School in accordance with the program attached in Exhibit B, as it may be revised in accordance with paragraph A(1)(b). All MBTA obligations under this Memorandum are subject to receipt of such approval.

2. Upon execution of this Memorandum, MBTA shall direct its architect to prepare a master plan, including site plan, proposed site improvements, preliminary designs to accommodate the program attached in Exhibit B, as it may be revised in accordance with paragraph A(1)(b), and schematics for future expansion of the Carter School. Upon approval by PFD pursuant to paragraph A(1) hereof, the architect shall proceed to prepare design development drawings and construction documents, in each case subject to like approval. The cost of preparing the master plan as well as that portion of the cost of preparing plans for additional site improvements and future expansions (which cost shall be agreed upon between MBTA and PFD based upon a reasonable allocation of such costs proposed by the architect) shall be borne by PFD.

3. Upon approval of said construction documents by PFD, MBTA shall solicit bids and enter into a construction contract, the cost of which shall be borne by MBTA except for the cost of said site improvements, and any improvement over replacement standards, which costs shall be borne by PFD based upon the bid price. Said

construction contract shall also be subject to UMTA approval and funding. Said contract shall provide for appropriate phasing to minimize disruption to ongoing classes. Demolition shall be staged to avoid immediately adjacent occupied areas, as designated from time to time by PFD.

4. MBTA shall be responsible for the relocation of all personal property from the portion of the Carter School to be demolished to the new facility, in accordance with UMTA rules.

5. MBTA shall repair or replace any damage to Carter School such as cracking, settling, etc., due to construction of the Orange Line.

#### D. CONSTRUCTION OBLIGATIONS

1. It is understood that the Carter School will remain in operation during the period of reconstruction activities. MBTA shall make every effort to minimize disruption to the School operations but cannot guarantee same. Contractors will be instructed by MBTA, and MBTA will take steps to assure that contractors follow City noise standards and avoid disruption of ongoing classes; provide appropriate barriers; provide proper temporary access and egress for users during construction; and keep noise, dust and debris to a minimum during construction, with a clean-up at the end of each working day.

2. PFD and the School Department shall cooperate with the MBTA and its contractors during the course of the reconstruction and, as necessary, to provide space, reschedule classes, adjust access and parking areas and such other actions as may be reasonably required. MBTA and its contractors shall give as much notice



as possible with respect to activities which will require such adjustment. Where rescheduling of classes is required, at least one (1) week's notice will be given.

3. PFD and MBTA will consult with each other regarding any proposed changes in school program, scheduling, plans or other events which would substantially impact the proposed reconstruction.

4. PFD shall indemnify and save harmless the MBTA from and against any and all suits and claims that may be asserted against MBTA arising out of the MBTA's reconstruction of the Carter School, except such as may be caused by the negligence of MBTA, its agents, contractors, or employees. Conversely, MBTA shall assume the defense of and hold City of Boston, its officers, agents and employees harmless from and against any and all suits and claims that may be asserted against them or any of them arising out of the MBTA's reconstruction of the Carter School, except such as may be caused by the negligence of the City, its agents, contractors, employees, or invitees.

5. MBTA shall provide PFD with copies of all test results, engineers certificates, approved shop drawings, operator's manuals, and as-built drawings.

6. MBTA & PFD shall work out a mutually agreeable format for PFD inspection of construction, which shall be on a weekly basis in the company of MBTA inspectors or resident engineers. PFD comments shall be directed specifically to the MBTA project manager, resident engineer, or other person designated by M.B.T.A.

8/21/79

E. SCHEDULE

1. The parties agree that they will adhere insofar as possible to the following schedule.

	<u>Date</u>
a. Preliminary design approved by PFD and BRA	8/5
b. Design development approved by PFD and BRA	8/5
c. Bid documents approved by PFD	8/15
d. Grant of Easement from BRA to MBTA	10/1
e. Start new construction at school	10/6
f. Complete construction of new portion	4/6/80
g. Close north portion of school	6/1/80
h. Conveyance of track area from BRA to MBTA	6/15/80
i. Construction contract awarded for track work	9/15/80
j. Demolish north portion	9/15/80
k. Acceptance of building by PFD	9/15/80
l. Conveyance of School portion to PFD, and park area to DEM	10/1/80



The undersigned PUBLIC FACILITIES DEPARTMENT of the City of  
Boston; MASSACHUSETTS BAY TRANSPORTATION AUTHORITY: and BOSTON  
REDEVELOPMENT AUTHORITY have signed this memorandum of understand-  
ing on the                      day of                      , 1979.

Approved as to form:

CITY OF BOSTON  
PUBLIC FACILITIES DEPARTMENT

\_\_\_\_\_  
Corporation Counsel  
City of Boston

By \_\_\_\_\_  
Director

MASSACHUSETTS BAY  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
BRA Chief  
General Counsel

By \_\_\_\_\_  
R. L. Foster  
Chairman and Chief  
Executive Officer

BOSTON REDEVELOPMENT AUTHORITY

\_\_\_\_\_  
MBTA General Counsel

By \_\_\_\_\_  
Robert J. Ryan, Director

Paragraph D(2) approved:

\_\_\_\_\_  
City of Boston  
School Department



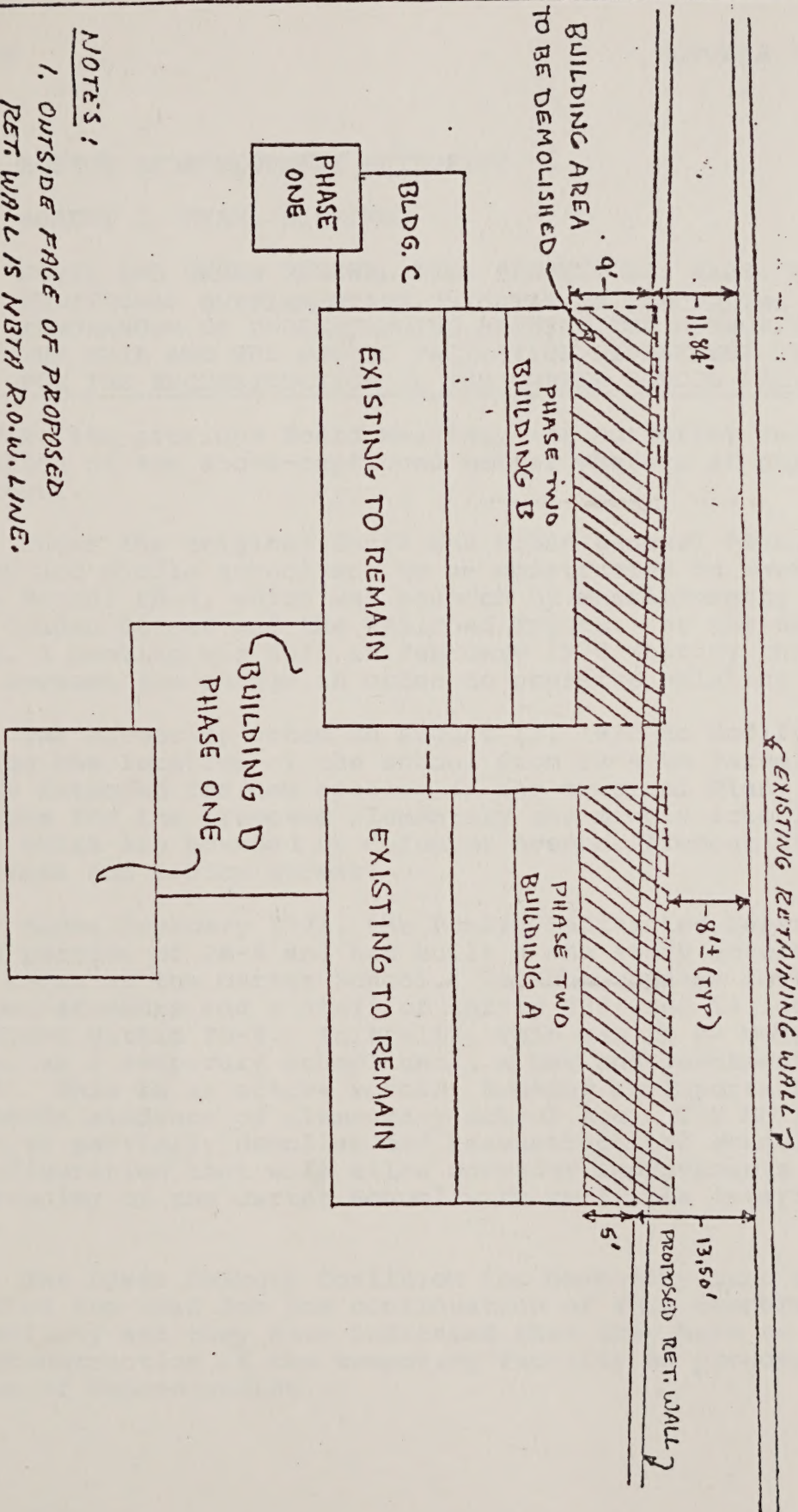
CARTER SCHOOL

DESIGNED BY KHM DATE 8/8/7

OFFSETS TO EXISTING &amp; PROPOSED

CHECKED BY / DATE

- NOTES:
1. OUTSIDE FACE OF PROPOSED RET. WALL IS NBTH R.O.W. LINE.
  2. AREA BETWEEN R.O.W. LINE AND NEW RET. WALL OF SCHOOL IS NEEDED FOR NBTH SUBSURFACE UTILITY EASEMENT.





MEMORANDUM

OCTOBER 11, 1979

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA PROJECT NO. MASS. R-56  
ADDITIONAL SUPPLEMENTARY INFORMATION CONCERNING THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE AUTHORITY,  
THE MBTA AND THE PUBLIC FACILITIES DEPARTMENT PROVIDING  
FOR THE RECONSTRUCTION OF THE CARTER SCHOOL FACILITY

At the previous Board Meeting, the Authority requested a clarification of the above-captioned matter wherein it pertained to the Carter School.

Under the original South End Urban Renewal Plan, a new elementary and middle school was to be constructed on what was identified as Re-Use Parcel PB-4, which was bounded by Massachusetts and Columbus Avenues, Camden Street and the Railroad Tracks. At the urging of the Community, a meeting was held in February 1970 whereby they unanimously voted to request the change in order to preserve existing housing.

The Authority voted on August 13, 1970 to modify the Plan by changing the location of the school from PB-4 to Parcels 15 and 16 which were intended for new housing in the original Plan. Thus, the new location for the proposed elementary and middle school is Parcels 15 and 16 which are bounded by Columbus Avenue, Tremont Street, Camden Street and Benton Street.

Since February 1971, the Public Facilities Department has been leasing a portion of PB-4 and has built a one story concrete block school building known as the Carter School. It accommodates forty (40) handicapped students and a staff of thirty (30) and is located on Watson Street within PB-4. Initially, this was to be constructed and maintained as a temporary school until a new and permanent school complex was built. This is an active school, housing an important program for special needs students of elementary school age. The MBTA has agreed to a plan to partially demolish and reconstruct the school building to a new configuration that will allow corridor improvements but continue the functioning of the Carter School with as little interruption as possible.

The Lower Roxbury Coalition for Community Land Trust, Inc., are aware of the need for the continuation of this temporary Carter School Facility and they have indicated that they have no objections to the reconstruction of the temporary facility as proposed by the Memorandum of Understanding.



Parcels 15 and 16 are still indicated as being the site for the permanent Carter School if and when it is built. In the meantime, the Public Facilities Department refers to this temporary special needs school located on Parcel PB-4 as the Carter School and this has led to some inadvertent confusion.







TO: BOSTON REDEVELOPMENT AUTHORITY

TABLED: OCTOBER 4, 1979  
RESUBMITTED: OCTOBER 11, 1979

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL PROJECT  
Permission to Execute a Memorandum of Understanding  
with the Mass. Bay Transportation Authority and the  
Public Facilities Department  
Permission to Grant Appropriate Easements and Rights-of-Entry  
Parcels PB-4, P-22, 58

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The relocation of the M.B.T.A. Orange Line Rapid Transit line down the Penn Central reservation between the South End and St. Botolph Street areas, will affect certain abutting B.R.A. properties.

Among these are Parcels PB-4, P-22 and 58 in the South End. The transit corridor will be widened in the vicinity of Massachusetts Avenue to accommodate a new M.B.T.A. Station. These B.R.A. sites are just south of Massachusetts Avenue, and the corridor widening will affect them as follows (and as shown in the attachment to this memorandum):

1. The M.B.T.A. needs to acquire from the B.R.A. a 16' wide strip of B.R.A. land to accommodate the widened track reservation and new retaining wall.
2. The M.B.T.A. needs a further 10' wide easement from the B.R.A. to accommodate the new subsurface power lines which will service the rapid transit corridor.
3. The foregoing will require the displacement of the existing Carter School building, owned and operated by the Public Facilities Department under a ground lease from the B.R.A., on Parcels PB-4 & P-22. This is an active school, housing an important program for special needs students of elementary school age. The M.B.T.A. has agreed to a plan to partially demolish and reconstruct the school building to a new configuration that will allow corridor improvements but continue the functioning of the Carter School with as little interruption as possible.
4. The M.B.T.A. desires to use other portions of Parcels PB-4 & P-22 which are not necessary for the site of the reconstructed Carter School, as well as, Parcel 58, for construction of a landscaped area to be the transition from the deck over corridor in the South End to Columbus Avenue and the proposed Roxbury Community College parcels. This will remain public property under the operation and maintenance of the State Department of Environmental Management, as a linear park, promenade, and bikeway.

It is suggested that a Memorandum of Understanding be executed among the Boston Redevelopment Authority, the M.B.T.A., and Public Facilities Department, by which all parties will agree to appropriate procedures, requirements, and timing for the above mentioned property disposition and development. The M.B.T.A., which will be undertaking the reconstruction of the Carter School. The B.R.A. will convey the property to the Public Facilities Department, under terms and conditions to be negotiated with that agency, and subject to subsequent, B.R. A. review and approval.

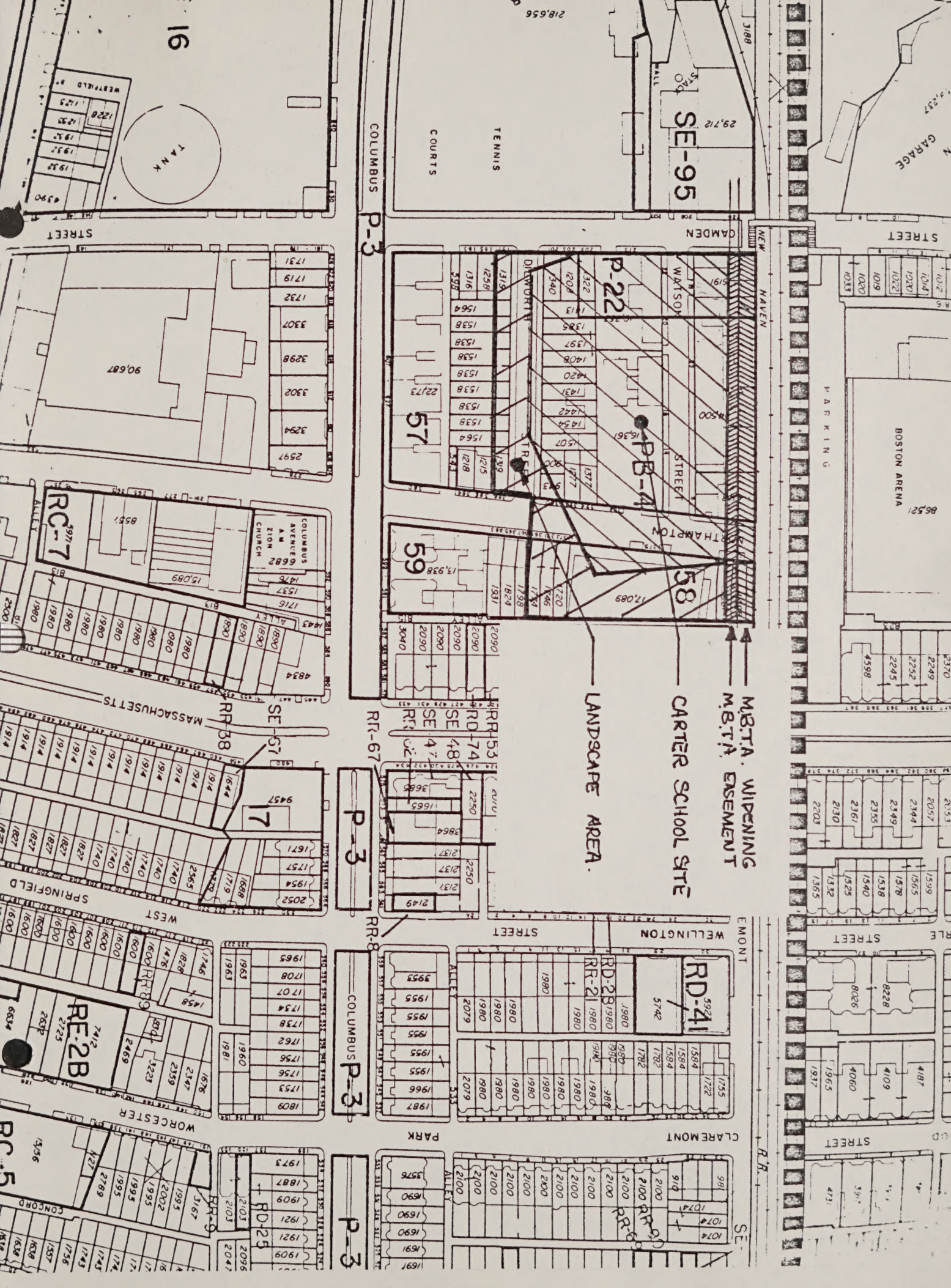
Also, pursuant to the Memorandum of Understanding, it is requested that the Authority approve the granting of appropriate Easements and Rights-of-Entry to the M.B.T.A., so that Carter School work can begin as planned later this fall.

An appropriate Vote is attached.



VOTED: That the Director be and hereby is authorized to execute a Memorandum of Understanding by and among the Boston Redevelopment Authority, the Massachusetts Bay Transportation Authority, and the Public Facilities Department of the City of Boston, which Memorandum shall be substantially in the form attached hereto, and to execute any and all documents and instruments referenced therein.





GARAGE

STREET

BOSTON ARENA

PARKING

STREET

STREET

STREET

STREET

STREET

STREET

STREET

STREET

SE-95

P-22

P-3

P-38

P-39

P-41

P-42

P-43

P-44

P-45

P-46

P-47

TENNIS

COURTS

COLUMBUS

P-3

P-38

P-39

P-41

P-42

P-43

P-44

P-45

P-46

P-47

P-48

P-49

P-50

16

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M.B.T.A. WIDENING  
M.B.T.A. EASEMENT  
CARTER SCHOOL SITE

LANDSCAPE AREA.

WELLINGTON

RD-41

RD-28

RD-2

RD-2

RD-2

RD-2

COLUMBUS P-3

P-3

P-3

RE-2B

RE-2B

RE-2B

RE-2B

RE-2B

RE-2B

RE-2B

RE-2B

RE-2B